Appendix A. The CMS HCBS Quality Framework

The HCBS Quality Framework provides a common frame of reference for discussing, analyzing, and designing quality and quality-assurance systems for community services and supports for frail elders and people with disabilities.

While the framework anticipates flexibility in its specific application to different target groups and in different programs, the framework stresses two basic elements:

- Program design sets the stage for achieving desired outcomes by putting in place program elements such as establishing service standards and provider qualifications, specifying processes for service planning, and implementing effective management systems.

- Quality Management is one of the several management systems that good design puts into place. Quality management provides useful, timely information about the effectiveness and functionality of the program, and suggests steps to take in order to improve achievement of outcomes. Any quality-management system needs to perform three critical functions:

    1. Discovery: Processes that collect data and information about direct participant experiences and outcomes that will support assessment of the ongoing implementation of the program, identifying strengths as well as opportunities for improvement;
    2. Remediation: Taking action or ensuring that action is taken to remedy specific problems or concerns that arise; and
    3. Continuous improvement: Using data and quality information to engage in actions that result in improved HCBS waiver program operations and more consistent achievement of desired outcomes.

These two basic elements—design and quality management—are applied to each of seven domains in a fully functional QA/QI program: participant access, participant-centered service planning and delivery, provider capacity and capabilities, participant safeguards, participant rights and responsibilities, participant outcomes and satisfaction, and system performance.

The Quality Framework has been endorsed by the National Associations of State Developmental Disabilities Directors, State Units on Aging, and State Medicaid Directors. The Framework is relatively new, and is still gaining specificity and acceptance. Please see http://www.cms.hhs.gov/medicaid/waivers/frameworkmatrix.asp for additional information. Since this website was posted, the framework has been revised to separate 'Design' from the three critical functions of quality management: 'discovery,' 'remediation,' and 'improvement.'

Appendix B. Definitions of Terms Used in this RFP

Clinical Outcomes – Clinical outcomes are objectively observed and measured events or conditions related to consumers' physical or mental health. They are defined by objective standards (such as medically established diagnostic criteria or professionally designated events) rather than by personal preference and are determined to be present or absent by professional assessment. Once measured at an individual level (i.e., 'This hospital admission was due to a complication of diabetes'), clinical outcomes can be aggregated into quality indicators (e.g., 'Eighty percent of the individuals with diabetes in this program had no hospital admissions related to that diagnosis in the past year.')

Continuous Improvement Projects/ Activities – Organizational activities that allow organization participants to prevent future problems and to set and achieve higher levels of quality, by gathering and analyzing information, identifying patterns and opportunities, and redesigning systems or processes.

Contractor – Proposer awarded the contract.

Department – Department of Health and Family Services.

Functional Outcomes – Functional outcomes are objectively measured levels of functional ability possessed by consumers, and include activities of daily living (ADLs) and instrumental activities of daily living (IADLs). They are defined by objective standards rather than by personal preference and are determined to be present or absent by professional assessment. Once measured at the individual level (e.g., 'This individual is capable of bathing himself without supervision or help'), functional outcomes can be aggregated into quality indicators, (e.g., 'Ninety percent of this group of consumers improved or maintained their bathing abilities over the past 12 months.'

HCBS Quality Framework – A common frame of reference, developed and promulgated by CMS, to be used in the development of quality management systems for home- and community-based waiver services, including the systems developed or improved in this project. See Attachment A for more explanation.

Indicator (Quality Indicator) – A quality indicator is a quantitative measure of a desired or undesired outcome that is created by: 1) defining that outcome in terms of available data (e.g., 'preventable hospitalizations' might be defined as hospital admissions beyond the emergency room associated with one of a certain identified set of diagnosis codes), 2) working with reliable data regarding that outcome to devise an appropriate way of calculating an aggregate indicator (e.g., determining over what period of time the events will be counted, which consumers to include in the count, etc.), and 3) calculating and reporting that indicator in manner and timing useful to quality management functions. (See also 'quality-of-life outcome,' 'clinical outcome,' and 'functional outcome.')

Participant Experience Survey (PES) — The PES is a questionnaire-style tool whose data can be used to identify areas where program participants are experiencing unmet

needs or other problems. These identified problems can then be addressed systematically across the waiver as a whole, or on an individual basis. The purpose of the PES is to provide State officials with information about the program participants' experience with the services and supports they receive under the 1915(c) waiver program (the Medicaid Home and Community Based waivers).
For more information, see http://www.cms.hhs.gov/medicaid/waivers/consexpsurvey.asp

Proposer/Vendor – A firm submitting a proposal in response to this RFP.

Quality (pertaining to HCBS programs) – The degree to which services and supports for individuals and populations produce desired health and quality-of-life outcomes and are consistent with current professional knowledge.

Quality Management System (pertaining to HCBS programs) — an integrated and coordinated set of organizational policies, practices, and procedures that supports effective care management and desirable outcomes for consumers by fulfilling three critical functions: discovery, remediation, and continuous improvement. (Note: this term is intended to by synonymous with the term 'QA/QI system' as that term was used in Attachment D, the Quality Close to Home grant application.)

Quality-of-Life Outcome – A circumstance or condition existing in a consumer's life that is desired by that individual. Within the context of long-term care quality management, quality-of-life outcomes relate to those reasons for which the individual sought or accepted long-term care services. For example, consumers might seek long-term care for the purposes of staying safe, free from falls, or being enabled to engage in personally rewarding activities such as gardening or gaining employment. Key elements of quality-of-life outcomes include:

1) that they are of value to the consumer in and of themselves, rather than as a means to an end. For example, possessing a scooter is not an outcome, but may be one possible means to the desired outcome of shopping in the mall; and
2) that they are operationally defined by the consumer him or herself, rather than by professionally agreed-upon criteria. For example, only the consumer can say whether he or she feels respected, or is living in a setting that in which he or she feels comfortable.

Quality-of-life outcomes have also been termed 'consumer experience' outcomes, 'personal outcomes', or simply 'consumer outcomes'. Once measured by contact with the consumer (e.g., 'I have the daily routine I enjoy because I go to work in the morning and can play with my dog after supper'), quality-of-life outcomes can be aggregated into quality indicators (e.g., '83% of the consumers had the daily routines they preferred.')

State – State of Wisconsin.

Target (pertaining to quality indicators) – A specified level for a defined outcome indicator (desired or undesired) that provides a basis for determining whether that outcome is being achieved or avoided with sufficient frequency.

Appendix C. Agreement with CHSRA for Comparative Assessment of Consumer Quality-of-Life Measurement Tools

Interagency Agreement
The Wisconsin Department of Health and Family Services
and
University of Wisconsin Center for Health Systems Research and Analysis

Exhibit 1
Scope of Services

Work to be completed under this agreement includes the following tasks, to be completed on the timelines shown.

UW-CHSRA staff will assist DDES staff in educating state and local waiver program staff about issues in quality measurement. Education will occur both through the explanations included in written reports that result from other tasks described below, and through a presentation by UW-CHSRA staff about issues such as validity and reliability of measures, and how the measures can be useful in routine quality management efforts to a group to be selected by DDES. This presentation may be made at any time during the conduct of this contract. The optimal timing of the presentation will be determined in conjunction with the State Agency.

For the purpose of supporting an informed decision by state and local waiver staff regarding the choice and use of consumer-outcome measurement tools, UW-CHSRA staff will conduct a comparison of different methods of measuring consumer-experience outcomes currently being used (or proposed for use) by different state LTC and waiver programs. The review will consider differences and similarities in the measures with regard to operational definitions of measures, processes used to obtain necessary data, likely impact of these processes on the measures, utility to local and state agencies for quality management purposes, acceptability to consumers, reliability, validity, cost, and other criteria to be developed in conjunction with DDES staff.

UW-CHSRA will prepare a comparative description of three outcomes measurement methods: The Council' s *Personal Outcome Measures,* the CMS/NASDDDS' *National Performance Indicators,* and CMS' *Participant Experience Survey.* Comparisons will be made with respect to the features of each system as they relate to the criteria developed. An additional outcomes-measurement method currently under development by BALTCR will be described to the extent that it is conceptualized or completed before July 31, 2004.

This work will be conducted from 2/01/2004 – 10/31/2005. This timeline assumes that each of the outcome assessment systems to be reviewed is complete, with the necessary information available by the indicated start of this task. While information on most of the systems is currently available, one outcomes measurement method is currently being developed by BALTCR. The timeline is based on an expectation that information about the BALTCR system will be available by 7/31/2004. Should there be delays in the receipt of the necessary information that are outside of the control of UW-CHSRA, the timeline will be extended as needed.

UW-CHSRA staff will conduct a qualitative study of the processes for the administration of each tool, with regard to the criteria, to identify aspects of the process that may influence the measures.

If a tool is not yet in use in Wisconsin by that date, but is in use elsewhere, CHSRA will review and comment upon its administration based upon interviewing those who have administered the tool, or by reviewing work done by others. A report on this work will be provided by May 31, 2005.

UW-CHSRA staff will conduct a quantitative comparison of the measures across QA/QI systems, using data supplied by the State Agency. Analysis will compare the rates of similar measures across systems. To the extent possible given the data available, the analysis will seek to identify external sources of difference; and to develop and describe methods of controlling for those that can be corrected by statistical methods (i.e., case mix adjustment). A report on this analysis will be provided by August 31, 2005**.** As in all of these tasks, the timeline is dependent upon the availability of the necessary data.

As a result of the quantitative comparison and the qualitative study each described above, recommendations will be made for methods of consistently measuring outcomes across target groups and programs. Such recommendations may be statistical (i.e., case mix adjustment) or procedural (i.e., changes to tools used or processes of collecting data). A final report will be submitted by October 1, 2005.

Examples of criteria that might be used to assess quality-of-life measurement tools (not yet part of CHSRA agreement)

What makes a good outcomes-measurement tool?

- Burden on the consumer: The ideal outcome tool would be minimally invasive or disruptive to the consumer when administered. The ideal tool would be pleasant for the consumer.

- Benefit for the consumer: The ideal tool could have immediate benefits for the consumer. (For example, it might provide identification of immediate health and safety problems, prompt constructive feedback to care managers, etc.)

- Reliability:

    1. The ideal tool would obtain the same result from two different consumers who are experiencing the same quality of life, and for the same consumer on two different days when there has been no change in quality of life.

    2. The ideal tool would produce the same score for any given individual, regardless of which rater administered the test.

    3. (We also need to think carefully about what level of reliability a measurement tool like this needs, when used for the purposes that we intend.)

- Validity: If administered reliability, the ideal measurement tool would (insert here a definition of validity appropriate to this situation.) Also, as above—we also need to think through what level of validity does a measurement tool like this needs, when used for these purposes. (Possibility: do the interviewees actually answer the questions that we thought we asked? CMS's PES called this 'cognitive testing.')

- Cost: The ideal measurement tool would be economical to administer (economical per interview, and for a sufficient number of interviews to draw generalizable results for the groups for which DHFS and the local agencies will want to discern generalizable results.)

- Quality management for the tool itself and for those who administer it. The ideal outcome tool would have well-defined, well-developed and effective quality-assurance systems by which validity and reliability are continuously maintained and improved, and by which costs can be controlled.

- Utility in various settings: The ideal outcome tool would provide reliable, comparable measurement of outcomes across all LTC settings, across all target groups.

- Utility for various purposes: The ideal measurement tool would be acceptably useful for each of a variety of uses for which the long-term care waivers need an outcomes measurement tool:

    1. Providers and care management teams can use it to assess outcomes as needed for individual consumers;

2. local agencies can use it to assess outcomes for groups of consumers and use the information for quality management purposes, for themselves and for the providers from whom they purchase services;

3. DHFS can use the tool for overall quality management purposes, and

4. DHFS can use it for accountability reporting to stakeholders, both for individual local agencies and for waiver programs in their entirety.

- Utility for quality management:

1. The ideal measurement tool would provide information to program managers that will help them diagnose lapses in quality.
   - The ideal measurement tool would enable program managers to discriminate between out*comes* (conditions and circumstances the consumer desires for him or herself) and out*puts* (services or supports being provided to the consumer appropriate and related to the outcomes desired by the consumer).
   - The ideal measurement tool would identify and collect information about the suspected causes of any negative scores or assessments, to support corrective action.

2. The ideal measurement tool would support the development and maintenance of defensible benchmarks, and provide DHFS and local agencies with the ability assess performance against benchmarks.

- Core outcomes: The ideal measurement tool would enable the acceptably accurate measurement of a few outcomes that constitute the core for DHFS LTC waiver programs, across all target groups served by these programs. These have not yet been identified, but will probably include: Safety; freedom from abuse and neglect; choice of services; and respect or rights.

Appendix D. Narrative from "Bringing Quality Close to Home" Grant application

Background and Problem Identification

Wisconsin has a long history with HCB long-term care services. The State-funded Community Options Program (COP) was initiated in 1981, and served as the basis for all subsequent HCBS programs in this State and many elsewhere. The State operates several HCB waiver programs, the largest of which are described in the following table. Each waiver program provides care management for its participants, requires determination of functional and financial eligibility, and purchases or provides social and environmental supports for its members.

	Community Options Program (COP-Waiver)	Community Integration Program (CIP 1)	Family Care	Partnership
People Served				
Target Groups	Elder Physical Disability	Developmental Disabilities	Elder; Physical Disability; Develop-mental Disabilities	Elder Physical Disability
Membership	11,300	10,000	7,200	1,500
Level of Care needed for eligibility	Nursing home	ICF-MR	Nursing home or ICF-MR	Nursing home
Services Provided				
Primary & acute medical services	No	No	Nurse care manager	Yes
Health services in home or community	Coordinate/refer to fee-for-service MA	Coordinate/refer to fee-for-service MA	Purchase/Provide	Provide
NH Care	No	No	Yes	Yes
Organization and Funding				
Local operating agency	County	County	County-owned enterprise agency	Private Non-profit organization
Revenue	Fee for service	Fee for service	Capitated rate	Capitated rate
Fiscal risk	Fixed allocation; local contribution; at risk for overspend	Fixed allocations; local contribution; at risk for overspend	Full risk, all Medicaid benefits capitated	Full risk, all Medicare and Medicaid benefits capitated

Analysis of Strengths and Weaknesses
A major strength shared by all waiver programs is a commitment to quality. Wisconsin's community-based long-term support programs have long been guided by a set of core values known as RESPECT, which are described in Appendix 2. Staff at the State and local levels recognize that our job is not done—we have not achieved quality—until each individual is well served according to his or her own needs, not those of the system.

While each of the waiver programs described above is committed to quality, each has developed its QA/QI system in relative independence from the others. As a result, each has unique strengths and each has features that do not fully implement the managers' and staffs' commitment to consumer-centered quality. The variety of waiver programs' QA/QI methods has given Wisconsin experience with multiple QA/QI tools, approaches, and measures. Among the methods and tools currently in use in some, but not all, of Wisconsin's waiver programs are the following:

- State-level staff who provide on-call technical assistance to local care managers in the COP waiver program have access to an automated database of answers previously given in technical assistance calls. This database allows State technical-assistance staff to provide prompt and consistent answers, allows State program staff to review the answers provided and issue corrections if necessary, and creates monthly reports of questions, which assist in setting priorities for training and technical assistance.

- State quality-monitoring activities in the CIP 1 waiver incorporate significant amounts of face-to-face contact with consumers, in addition to care plan review. This face-to-face contact results in the reviewers' additional insight into quality issues and improves their ability to offer very specific consultation to local agencies.

- The Partnership Program's QA/QI program makes extensive use of quantitative indicators of quality. Data on consumers' utilization of several health services, is monitored, compared to benchmarks, and used to set priorities for improvement. The results of consumer interviews focussed on 14 consumer-experience outcomes have been used in similar ways.

- Individuals' initial and ongoing functional eligibility for the Family Care program is assessed by a web-based functional screening tool. In addition to consistent and accurate eligibility determinations, the screen provides a rich database to support quality assessment and improvement. State and local Family Care staff are taking advantage of this information to carry out activities such as monitoring rates of improvement in members' functional status, identifying incidence of certain conditions, and other data-reliant quality-assurance functions.

Relative independence has also traditionally characterized the local administration of Wisconsin's HCB waiver programs. Wisconsin has a strong and durable tradition of county operation of publicly-funded human service programs, through county-established citizen boards. This strong local control provides responsiveness to local needs and opportunities for local innovation. In addition, strong local QA/QI efforts are indispensable because of the special challenges of ensuring HCB quality, which include service delivery in private homes where intrusive inspections are inappropriate, direct-care workers operating away from direct

professional supervision, and the need continuously to balance respect for individuals' rights and choices with the need to ensure their safety and health. The State cannot conduct quality management alone, but must rely on local managers and staff to implement quality measures. Although State and local waiver staff recognize that improvements are necessary, current staff are fully involved in operating the current programs, so that additional resources are necessary to achieve lasting improvements in QA/QI systems. In addition, in areas such as the HCB *Quality Framework*, the comparative assessment of outcome measures, and the development of effective training and technical assistance interventions, outside expertise is necessary to provide the development of fully credible and effective quality-assessment tools and methods.

Identification of the Problem

Briefly stated, the problem is that not all consumers are consistently receiving services that support them effectively in meeting their desired outcomes. This project is designed to improve the operation of QA/QI systems that could ensure consistent delivery of quality HCB services. None of the waivers' QA/QI programs is as well developed or effective as it might be, and the variation itself unnecessarily limits the effectiveness of the QA/QI efforts. For example:

- The State is not providing the local agencies with sufficient guidance or standards regarding local QA/QI programs, benchmarks and measures on which to base QA/QI activities, or easy access to existing data that could support information-driven local QA/QI efforts. As a result, local agencies do not have adequate ongoing mechanisms to achieve quality independently of external monitoring and assessment, and well-intentioned State-level visions have too often faded to local perceptions of burdensome compliance-focused paperwork.

- Although each waiver program has at least one method of obtaining consumer feedback, consumer participation in the planning of QA/QI activities, priority-setting, monitoring, feedback, and improvement is more limited than we would prefer.

- The lack of a key set of shared consumer-outcome measures inhibits informed consumer choice in those local jurisdictions where more than one of the programs are available. In addition, lack of comparable quality indicators among the waiver programs impairs the ability of stakeholders and policymakers to consider where best to focus quality improvement efforts or to pursue policy or systems changes.

- Consumer-outcome focus has not yet been designed into care management, and consumer-outcome measurements have not yet been translated into guidance for quality improvement.

- Non-comparable outcome measures across waiver programs impede development of mechanisms such as benchmarks for discerning the need for action in response to information.

- Each waiver program uses a different approach to discovery of performance issues affecting local agencies and to remediation when local quality issues are identified. Improvements are needed in the State's use of information, incentives, and sanctions to promote prompt remediation of quality-related findings.

- Few are satisfied that current quality assessment activities, at either State or local levels, move consistently beyond discovery of individual problems to identify and correct system-level weaknesses, so that future problems are prevented.

The time is now opportune to achieve enduring improvement in the Wisconsin's HCBS programs' QA/QI systems. Recent changes in Department leadership and a reorganization have strengthened the Department's commitment to quality and have brought all the HCBS programs into one division. Wisconsin is now ready to identify the strengths in the individual waiver programs and local agencies, and use that knowledge and skill to address the weaknesses listed above. The 'Quality Close to Home' project will bring the different experiences, systems, and tools together, and to test or develop and adopt new practices, to achieve a more coherent - and more effective - Department-wide QA/QI system for HCB services across waivers.

Project Description and Methodology

A. Goals and objectives of the program

To improve consumers' outcomes, at the end of the three-year project period, the Department will have designed and implemented a coherent and comprehensive QA/QI program for HCB waiver programs, involving a range of State, local, provider and consumer quality management agents.

The project will permit the Department to define the roles and responsibilities of these different State and local QA/QI agents and provide them with tools for QA/QI activities. The project will develop new methods and strategies and will redesign or revise other processes currently in use. The resulting system will be a comprehensive, mutually supportive and coordinated QA/QI system composed of a combination of system-wide tools and processes and other methods that is sensitive to the unique needs of the various target groups served in Wisconsin's long-term support system and the needs of the individuals served. The project's five main objectives are:

- Improve local HCB programs' QA/QI Systems and increase focus on consumer outcomes;
- Identify and adopt key consumer-experience outcomes and measure them comparably across all waiver programs;
- Identify and adopt key functional and clinical consumer outcomes and measure them comparably across all waiver programs;
- Develop and implement tools, training, and technical assistance to incorporate consumer focus and consumer outcomes into HCB programs' care management; and
- Review and revise the State's HCB programs' QA/QI systems to enable, support, and empower more effective local HCB QA/QI systems.

In addition, the Department plans to submit an advanced planning document to obtain support for improvements in quality-related data systems, which will achieve sustainable capability to provide accessible QA/QI data to State and local managers and staff.

B. Methods by which the problems will be addressed

Overall project direction and oversight will be provided by the Statewide Council for Long-Term Care Reform. This standing Council, appointed by the Department Secretary, is the leading advisory council for long-term care for all disability groups in Wisconsin. Membership includes consumers and representatives from local governments, provider and industry groups, and the State's leading advocacy groups. More detailed information about the Council is included in Appendix 3. Upon approval of funding for this project, the Department will request the Council to appoint a County/Consumer Working Group for HCB Quality. This working group will have significant consumer and local-agency representation and will be actively involved in the Quality Close to Home project.

A Request-for-Proposals (RFP) will be developed by the staff of the Department's Division of Disability and Elder Services, to seek the services of a quality-systems consulting firm. This consulting firm will carry out research and analysis for the five major objectives of the project as noted below in each objective, and may partner with other firms. The firm hired to assist us through these system changes will be required to assign a single project coordinator, in addition to other staff, who will work with Department staff and the Statewide Council for Long-Term Reform. We will be seeking the following qualifications in the RFP:

- Solid appreciation of consumer-outcome centered long-term care, particularly in care management in HCBS programs;
- Knowledge of, and experience with, QA/QI principles, processes, and practices in human services, preferably related to long-term care and these target groups;
- Ability to work with groups of consumers, county staff, and State staff on policy and process issues;
- Ability to subcontract for additional needed expertise, if necessary, in the areas of administering consumer-experience interviews, development of risk-adjusted quality indicators, adult learning and organizational change; and
- Policy research ability, to assist in the development of State-level policies and practices supportive of local QA/QI success.

Objective 1: Ensure effective QA/QI systems in local agencies
This is the ultimate objective of the Quality Close to Home project; all remaining objectives are intended to support this one. At the end of the three-year project period, the Department and local agencies will have implemented sustainable improvements and innovative practices in local agencies' QA/QI programs. Local agencies will have adopted systematic, ongoing processes by which they identify desired outcomes and then identify and close any gaps between actual performance and the desired outcomes.

Background: Quality cannot be assured solely by governmental intervention from the State level or even with the State acting in concert with local governments; it requires significant day-to-day action by local agencies. Local agencies are currently required to carry out some QA/QI functions, including assuring that all providers with whom they contract meet licensing, certification or waiver service/provider standards for the services they provide. Local agencies take the first steps in the process of resolving consumers' complaints and

grievances, and they perform a variety of surveys to assess outcomes, satisfaction and other factors, some of which are quite intensive. In the Family Care and Partnership Programs, local agencies are required to conduct annual performance improvement projects, to achieve measurable and sustainable improvement in quality indicators of their choice.

Deliverable 1a: Develop and adopt a basic design and additional model standards for an effective local QA/QI program. With the participation of the County/Consumer Working Group, other consumer advocacy groups, and county agencies, the Department will identify the features of, and supports necessary for, a basic local QA/QI program, and guidelines for model local QA/QI programs. These features will describe a common core of QA/QI systems and procedures and at the same time respect the need for local agencies to implement them in accordance with unique local realities. This program will be guided by all of the following:

- **Focus on both the individual and the system:** The QA program should enable local staff to evaluate the program's effects on individuals, on an ongoing, real-time basis, and to take action based on that evaluation.

- **Involve consumers, family members, guardians, and other natural community members:** Maximize the extent to which consumers are included and involved in their communities, to take advantage of the protections that come from community involvement and membership. A good local QA/QI process will involve members of the community either as individuals or as representatives of community institutions, such as police.

- **Internal ongoing supports for quality performance:** Most local waiver programs operate on tight budgets, and local staff frequently handle multiple responsibilities and rarely are any assigned solely to QA/QI functions. The basic and model local QA/QI programs will need to take this into account, and incorporate methods by which staff can support each other, such as in participatory teams, to improve quality.

- **Partner with the Department:** A constructive partnership between the local agency and the Department will enable local agencies to design appropriate local variations into their program, while taking advantage of the Department's resources and knowledge, including both waiver program staff and regulatory program staff.

Deliverable 1b: Development of effective technical assistance and training materials for local QA/QI efforts. In collaboration with local agencies and the quality systems consultant, the Department will develop and put into use QA/QI training materials and a technical assistance capability for care managers, local managers and QA/QI staff. These training and technical assistance offerings will include general QA/QI functions such as person-centered safety, incident management, and performance improvement projects and could include more specific topics. Some courses have developed in one of the waiver programs and could be adapted for others. In addition, technical assistance will address the unique challenges of supervising home-based care. Innovative methods might include self-administered performance checklists, job aids, or feedback on job performance from supervisors and/or peers. The goals of this supervision will be to ensure quality performance and to motivate

and support service providers with enhanced job satisfaction, decreased sense of isolation, and enhanced continuance rates.

Deliverable 1c: Incorporation and sustainability. With the direction of the Statewide Council on Long-Term Care Reform and the assistance of the quality consultants, the Department will explore mechanisms to ensure local agencies' fulfillment of QA/QI requirements relating to operation of local QA/QI programs and remediation of detected problems. We will create an ongoing mechanism for participatory communication among those responsible for HCB quality, such as regional or Statewide QA/QI teams. Issues related to the degree to which QA/QI actions are required or voluntary will need to be resolved in collaboration among consumers, local agencies, and State staff. In addition to the technical assistance program described above, the Department will analyze creative options to create positive incentives for quality that include regulatory flexibility and innovative financing options. We have described this objective first, because we consider it to be the primary objective that will most directly result in quality that the consumer can experience. However, significant progress must be made on each of the remaining objectives before this first objective can be undertaken and completed.

Objective 2: Identify consumer-experience outcomes and measure comparably across waiver programs.

At the end of the three-year project period, the Department will have adopted a set of key consumer-experience outcomes that will be comparably measured across all programs and local agencies. The Department will regularly measure consumer outcomes and will develop a practical model for using outcomes to focus QA/QI efforts. The results of the outcome measurements will be made available to the local agencies for use in the discovery and remediation functions of the local QA/QI programs.

Background: DHFS has been committed for many years to measuring consumer-experience outcomes by interviewing consumers. The Department is using or has used several different tools to assess consumer-experience outcomes in HCBS programs. Methods that will be in use at the beginning of this grant period are: the *National Performance Indicators*, established by the NASDDDS and CMS (for the CIP 1 waiver program serving individuals with developmental disabilities); a method developed specifically for DHFS (for the COP-Waiver program serving elders and individuals with physical disabilities); and the *Personal Outcome Measures* developed by the Council on Quality and Leadership in Supports for People with Disabilities (for the Family Care program serving all three target groups and the Partnership program serving elders and individuals with physical disabilities.) These tools briefly described in Appendix 4. Because of the possibilities for nationwide use and for independent use by local agencies, Department staff are eager to test the CMS *Consumer Experience Survey* in comparison to our current methods of measuring outcomes.

These measures have some basic similarities. All, for example, seek to determine whether people are safe and whether they live where they choose. However, no effort has yet been undertaken to examine the extent to which these tools are measuring the same outcomes in similar ways. Lack of comparability among measures currently in use has limited the extent to which any program, local agency, stakeholder or consumer can compare achievements

across programs or agencies, or to any benchmarks. Each tool has strengths, and each has weaknesses. None of the tools, at this point, have been used directly by local agencies, though this may be where they could be of most value.

Deliverable 2a: Identification of a key set of consumer-experience outcomes. The Statewide Council on LTC Reform will review the outcome sets currently in use by the different waiver programs and recommend a key set to be measured across all waiver programs. It is likely that these will include basic health-and-safety outcomes, at least one outcome related to consumer rights, and some basic outcomes related to choice.

Deliverable 2b: Comparative assessment of several different methods of measuring consumer-experience outcomes, including CMS's Consumer Experience Survey. During the first year of the project, the programs will continue to use their current tools and the Wisconsin Partnership Program will use the CMS *Consumer Experience Survey—Elderly and Disabled Version,* alongside the tool previously used by that program. In addition, the Department will, in either the Family Care or CIP 1 waiver, test the CMS *Consumer Experience Survey—MR-DD Version.* A research firm with experience in outcome measurement, but without direct financial interest in any single tool, will be retained to assess these outcome-measurement tools in comparison with one another. To this point, we have been working with the University of Wisconsin's Center for Health Systems Research & Analysis (CHSRA) to envision this task, and it is likely that we will contract with them. The tools will be assessed with an eye to criteria such as utility to local agencies, ease of administration, acceptability to consumers, reliability, validity with regard to the key set of shared outcomes, and cost. Although Wisconsin will continue to conduct independent measurements of consumer-experience outcomes, we are seeking an outcome-measurement method that can also be used by local agencies who wish to monitor results for their own use without waiting for an annual - or even less frequent - visit by someone else. If no current method of measuring consumer outcomes is usable by local agencies in their own QA/QI programs, we will seek to revise or extend a method of doing so. Among the ideas that could be considered would be training one care manager or community member in each locality to assess consumer outcomes, either in their local agency or in a peer-review arrangement with nearby localities.

Deliverable 2c: Development of methods of consistently measuring the key consumer-experience outcomes across target groups and programs. Using the results of the comparison of the outcome-measurement systems, and in consultation with the County/Consumer Working Group and experts familiar with the various tools, and a research firm with experience in assessing outcome measurements, the Department will work to develop methods of consistently measuring the key outcomes across all target groups and programs. This activity may involve modifying existing tools for use in Wisconsin or developing new ones

.

Deliverable 2d: Incorporation and sustainability. Under the direction of the County/Consumer Working Group and local agencies, the Department will:

- adopt a schedule and a budget with which the key consumer-experience outcomes will be measured in each of the programs;
- establish and maintain a process by which benchmarks for the key outcomes; and
- develop local-agency contract provisions that specify key outcomes/benchmarks, and technical assistance/training materials that reinforce how local agencies will make use of the outcome measures in their local agencies' QA/QI programs.

Objective 3: Identify consumers' functional and clinical outcomes and measure comparably across waiver programs.
At the end of the three-year project period, all HCBS programs will be using a web-based, automated Long-Term Care Functional Screen (LTCFS) and participating in an enhanced and rigorous screen quality management program. Using data from these functional screens and other administrative data sources, the Department will have developed quality indicators for HCBS consumers' functional and clinical outcomes. Functional and clinical outcomes will be regularly measured and the findings will be incorporated in each program's QA/QI discovery and remediation functions.

Background: Wisconsin's LTCFS is a web-based application that collects detailed information about an individual's functional status, health, living situation, informal supports, and needs for assistance. Administered by clinical professionals - usually social workers or registered nurses - who have earned certification through an on-line training course, the screen determines an individual's level of care and eligibility for home and community-based waiver services using automated logic. Additional information about the automated functional screen is provided in Appendix 5. The LTCFS is currently used by two of Wisconsin's HCBS programs, Partnership and Family Care, to determine initial and annual functional eligibility of each consumer, and is being gradually implemented in counties operating other waiver programs. Full Statewide implementation is expected to be complete by mid-2004.

Thorough and accurate screening supports quality in several ways. First and most obvious, care managers and consumers can plan services better and more promptly when the new consumer has been well-screened. But good screening has additional benefits. The LTCFS data supports QA/QI discovery and remediation by allowing programs to:

1. develop and examine quality indicators, such as the proportion of consumers improving or maintaining functional levels;
2. selectively target scheduled care plan reviews to those consumers with certain diagnoses or functional limitations for whom there is greater concern; and
3. perform risk-adjustment with other quality indicators when comparing results for one group of consumers against another.

Functional screens, however, are not the only source of information that can be useful for the development of objective, quantitative indicators of quality. The Partnership Program has

extensive data on consumers' use of certain services - such as emergency-room visits or hospital stays for preventable conditions - that can be used for quality assessment. Similarly, State staff for the Family Care program are engaged in the development of quality indicators based on nursing home admissions and other administrative data. Although HCBS waiver programs are not held responsible for medical outcomes, HCBS services can do much to support good clinical outcomes for their consumers.

Deliverable 3a: Development and implementation of a rigorous screen-quality program. The Department will work with the quality systems consultant to review the current screen quality program, which is operating for fewer than 20 counties, and design any changes and improvements that will be necessary to sustain screen quality as the volume and geographic area of the LTCFS expands Statewide. The final screen quality program will need to ensure that every screen statewide is completed accurately and timely. It will incorporate elements of screen-quality management that are currently operating well, possibly revise others, and introduce additional elements that may include retraining of regional nurse consultants to serve as screen quality management mentors.

Deliverable 3b: Identification of a key set of functional or clinical outcomes. As with consumer-experience outcomes, described above, the Statewide Council on LTC Reform will review the functional and clinical outcomes currently assessed by the different waiver programs and recommend a key set of outcomes to be measured across all waiver programs. Department and local agency staff will then develop methods by which the various programs can monitor and assess these outcomes in comparable fashion across the various waiver programs. One guiding principle of these indicators will be their suitability to ongoing measurement at both the local and State levels. The most useful quality indicators will be those that can be assessed routinely and frequently by local programs.

Deliverable 3d: Incorporation and sustainability. Under the direction of the County/Consumer Working Group, the Department will adopt:

- a schedule and a budget with which the key functional and clinical outcomes will be measured in each of the programs;
- a process by which benchmarks for the key outcomes will be established and maintained; and
- local-agency contract provisions that specify, and technical assistance/training materials that reinforce, how local agencies are to make use of the outcome measures in their local QA/QI programs.

Objective 4: Focus on consumer-centered care.
At the end of the three-year project period, the Department will have developed and improved systems to ensure care managers' ability to identify consumer outcomes, to incorporate them into care plans, and to support and monitor their achievement.

Background: Designing quality into HCB care management is a particularly *challenging* task, because the process requires much professional judgment and creativity. Designing quality into care management is also a particularly *critical* task, because the unique needs

and aspirations of every consumer preclude outsiders' in-depth review and monitoring of every case. Resource limits and consumers' needs require Department-sponsored training for care managers and technical assistance for their supervisors be effective and economical, if we are to implement enhanced practices and improve the quality of care management. Wisconsin's waiver programs have a strong tradition of consumer-centered care management. However, over the years, pressures to document compliance with service-related and input-related requirements have diluted this focus in many of the care management forms, instructions, and training materials. In addition, in smaller counties, a single small human services staff operates several waiver programs. One waiver program has developed and introduced a set of care management practices that involve the consumer at the center of the care-planning process and identify consumer outcomes as the focus of the care plan. Experience with introducing these new methods to care managers has brought into focus the need for high-quality care management tools, instructions, training, and for technical assistance for both care managers and supervisors as these tools are adopted into the other waiver programs.

Deliverable 4a. Incorporate consumer-outcome focus in all care management tools. Forms and instructions for assessments, individualized service plans and other care-management tools will be inventoried, reviewed and revised as necessary across all waivers to incorporate a consumer-centered outcome focus. The Department has already begun work on revising some of these tools, such as the basic manual of waiver instructions for local agencies, but has more work to do to ensure that they meet the needs of care managers and of consumers.

Deliverable 4b: Design and conduct more effective care-management training and technical assistance. Care managers need continuous training to ensure that the values of the system are put into practice, and local agencies frequently require technical assistance to ensure that those practices stay in place.

However, current training and technical assistance efforts have not been as effective in producing quality improvements as the Department would have liked. We are not satisfied that we are always using the appropriate format (Web-based? Face-to-face? One-time or ongoing?) for each training and technical assistance challenge, or that training for care managers is always appropriately paired with technical assistance for their organizations. The content of the new training and technical assistance that will be developed in association with the 'Quality Close to Home' Project will include at least incorporation of nurses into care management teams; involvement of consumers in care planning; and identification and incorporation of individually-defined outcomes in care planning.

Objective 5: Develop more effective State-level QA/QI systems.
At the end of the project period, the Department will have reviewed and improved all waiver programs' State-level QA/QI systems to increase consumer involvement and to improve focus on consumer outcomes and the functions of the *HCBS Quality Framework.*

Background: The Department maintains separate quality monitoring programs for each of the waivers, each of which includes forms of care plan review, complaint and grievance reports, responses to reports of critical incidents, and consumer surveys or interviews. In

addition, the Department, through its Bureau of Quality Assurance (BQA) conducts regulatory activities related to facilities that serve HCBS consumers, and that relate to HCBS QA/QI efforts.

Feedback from local agencies and observations by State staff indicate that each of these activities may have certain weaknesses. Consumers could be more involved at almost every step. Forms used in assessments and care plans, and standards used in reviews may or may not encourage focus on consumer outcomes, rather than on 'paperwork compliance.' Quality-related information gleaned from consumer interviews and surveys may or may not lead to remediation efforts. Remediation efforts may be allowed to stop with the correction of individual problems, rather than lead to system improvements.

During the course of this project, it may not be possible to make all the improvements that are identified, because some may involve amendments in statutes or rules, or reallocation of resources. Some recommended changes in the QA/QI systems are likely to involve seeking changes or variations in federal waiver requirements and protocols. However, it is anticipated that during the course of this project, we will be able to achieve many of the identified improvements and map out other sustainable systems change.

Deliverable 5a: Review and revision of standards and processes used at the State level in QA/QI systems for HCBS programs. With the direction of the County/Consumer Working Group, and with the assistance of the quality systems consultant, the Department will review all State-level QA/QI processes to ensure that each reflects the HCBS *Quality Framework,* involves consumers as effectively as possible, focuses on consumer outcomes and supports effective local QA/QI programs. Attention will be paid to paperwork reduction, in order to streamline and simplify waiver QA/QI processes for local staff. This could involve automation of some tools, coordination or elimination of duplicative activities, and working with CMS to find ways to meet waiver compliance requirements more effectively with less paperwork.

Deliverable 5b: Improve collaboration between State and local HCBS QA/QI programs and the Department's facilities regulation program. Some counties have begun fruitful collaboration with BQA, the Department's bureau responsible for the licensing, certification, and regulation of providers of residential services. Local waiver staff can serve as 'eyes and ears' for BQA. These and other processes could be developed into a model Memorandum of Understanding between BQA and local waiver programs to involve many more counties in such collaboration. Also, a review of BQA processes could identify ways to improve those processes' support for the waivers' consumer-centered focus. With the direction of the County/Consumer Working Group, and the assistance of the quality consultant, the Department will identify opportunities for more collaboration between waiver programs and BQA, to improve the extent to which the Department's regulatory activities reinforce the consumer-centered focus of the waivers, promote prompt discovery of problems, and improve effective remediation.

Related non-grant objective: Infrastructure for accessible QA/QI data.
At the end of the three-year project period, the Department will have developed an information system capacity to support improved data accessibility for both State and local managers with QA/QI responsibilities for waiver programs.

Background: The Department maintains a well-developed data warehouse containing Medicaid-related program datasets necessary for assessing quality and outcomes of Medicaid programs. Data maintained in this warehouse come from several sources and include information on consumers' service utilization, functional abilities, informal supports, health status, and other information. The warehouse is accessible only by internal Department staff, given the current system security structure, and because of the technical expertise needed for use of the system.

The Family Care and Partnership programs are now transitioning from a legacy, mainframe-based, human services reporting system to an encounter data system, in which each service event is recorded separately. The encounter data has much greater potential for quality assessment and monitoring. The Department also intends to evaluate use of the newly developed encounter reporting system for other waiver programs in the future.

Each of the preceding objectives identified in this project can proceed with the data-access systems currently in place. However, each will be enhanced by better access to data. As a result, the Department is planning this related project to:

- Design an executive information system for the data warehouse that will improve its utility to State and local program managers. This could include capacity for easily designed and produced management reports and analysis that include data from various sources. For example, it could be used to produce a report that draws upon functional-screen data and from claims information to monitor nursing home admissions for individuals with lower level-of-care determinations.
- Develop the system and security structure necessary for web-enabled access to the warehouse by both State and county data users, using multiple tools including ad hoc tools and standard pre-defined statistical sampling and trending tools.

The Department intends to pursue this data-access objective using available State matching funds to capture appropriate Medicaid FFP, and will prepare and submit an advanced planning document to support the improvement of data quality related to measurement of consumer outcomes and local access to the data. This work will be undertaken in parallel with the other deliverables to be completed with the requested *Real Choice Systems Change* grant funding, but will be supported by separate funding and independent of the specific tasks necessary to fulfill the obligations of this grant application.

C. Coordination and linkages

The HCBS *Quality Framework* will serve as the underpinning and guidance for all activities undertaken in this project. The Seven Domains will serve as guidance in the selection of key outcomes to be developed in objectives 1 and 2. Each of the project objectives is designed, and will be carried out, with the intention of enhancing the four QA/QI functions. For example, well-defined consumer outcome measures will enhance:

- design, when built into care management forms, instructions, and training;
- discovery, by improving the Department's and the local agencies to monitor achievement of these outcomes;
- remediation, by enabling the development and adoption of accepted benchmarks that will enable waiver staff to discern the need for action; and
- systems improvement, by enabling the discovery of patterns in attainment of consumer outcomes.

The HCBS *Quality Framework* will be incorporated in the care manager training and other improvements produced under objective 3, 'Designing high-quality care management into the System.' Objectives 4 and 5, which address the design of the various components of the State and local QA/QI systems, also provide an opportunity to incorporate the HCBS *Quality Framework*. The Department wishes to work with CMS on the implementation of the HCBS *Quality Framework* in the context of this project.

The instruments that will be used to measure consumer-experience outcomes, each of which addresses consumer satisfaction, are described in Appendix 4, and include the CMS *Consumer Experience Survey.* Objective 2, on page 8, provides more discussion of how consumer-experience measurement will be included in the Quality Close to Home project. The Department or its contracted quality consultant will be seeking consultation with CMS as we prepare to use this new tool.

A key theme that guides this project is coordination - between State and local QA/QI efforts, among State bureaus operating the different waiver programs, and among State facilities-regulation authorities and both State and local waiver staff. QA/QI activities for all current waivers will be examined for best practices and needed improvements and with an eye for consistency across programs. Department staff of the bureaus that operate the various waiver programs have all been engaged in the preparation of this proposal and will work together on its implementation.

Perhaps the most critical partnerships contributing to this effort will be those with the county agencies operating the waiver programs. The Department will work closely and cooperatively with counties to build the local capacity to take a more active role in waiver quality than is currently the case. Historically, some counties have viewed quality management in waivers as third-party monitoring activities. A change in this paradigm will be challenging and may meet with some resistance. The Department will engage the counties individually and through the Wisconsin County Human Services Association as partners in the development and implementation of quality management systems and tools.

To measure consumer outcomes and satisfaction, the Department intends to evaluate consumer outcome tools including those currently being used by waiver programs in Wisconsin and the survey developed by CMS. As a result of this evaluation, the Department will determine the tool(s) that will most appropriately provide the information needed to meet the needs of Wisconsin's overall QA/QI system.

D. Workplan

In the narrative describing the objectives, above, the primary objective - improving local QA/QI programs - was presented first. In this workplan section, the objectives are presented in roughly chronological order.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
Getting Started – page 6			1	2	3	4	5	6	7	8	9	10	11	12	
Identify lead DDES quality manager to oversee RFP and consulting firm, and make assignments to other quality staff as necessary.		To be assigned by Judith Frye, Ass. Adminstrator, Div. Of Disability and Elder Services	X												
The Statewide Council for Long-Term Care Reform will adopt guiding this project as one of their missions, and will appoint a County/Consumer Working Group to guide project activities.	Create an agenda item for the Council's meeting; request motion appointing the Working Group for this grant, to include significant participation from consumers and local agencies.	Lead quality manager, in consultation with Joint Long-Term Care team.	X												Appointment of County/Consumer Working Group to lead the 'Quality Close to Home' project
Develop an RFP for and contract with a quality systems consultant. Consultant will appoint a project coordinator.	Draft and issue RFP. Review proposals and select winning proposer.	Lead quality manager, in consultation with Joint Long-Term Care team.	X	X											Contract with a qualified quality systems consulting firm (see page 6.)

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Provide training and orientation to County/Consumer Working Group.	This training should concentrate on HCBS *Quality Framework* and this project's ultimate goals of improving consumer outcomes by strengthening local QA/QI programs.	Project coordinator.		X											Improved capability of County/Consumer Workgroup to provide leadership to project
State-level Waiver QA/QI Program – described on page 12															
Deliverable 5a Review and revise standards and processes used at the State level in QA/QI systems for HCBS programs.	Inventory current QA/QI requirements, standards and processes used by CIP1, COP-Waiver, Family Care, and Partnership. This will include requirements imposed by CMS.	Project coordinator, with assistance from Department quality staff.	X												

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
	County/Consumer Working Group will review these State level QA/QI systems for HCBS programs and identify opportunities for: Improving focus on consumer outcomes. Improving involvement of consumers. Improving focus on HCBS *Quality Framework.* Opportunities for improving efficiency of processes. The Workgroup will reach consensus on the major changes that should be made in the State QA/QI system.	County/Consumer Working Group, with project coordinator and Department staff.		X	X										
	Revise policies and procedures in response to Working Group's consensus, and seek revisions from federal and State authorities as necessary.	Department waiver staff.		X	X	X	X								

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 5b Identify and develop practices to support effective collaboration between local agencies, the Department's waiver QA/QI program, and the Department's facility regulation efforts.	Review current processes and best practices, and identify opportunities to coordinate BQA and HCBS QA/QI processes, and to increase collaboration in the pursuit of consumers' outcomes.	County/Consumer Working Group, with project coordinator.		X	X										
	Adopt or revise policies and practices to reflect County/Consumer Working Group consensus.	Department waiver staff and BQA staff.			X	X									

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
Consumer-Experience Outcomes – described on page 8			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 2a **Identification of a key set of consumer-experience outcomes.**	Provide to the Statewide Council on Long-Term Care Reform a description and definition of consumer-experience outcomes currently or recently measured. The Statewide Council on LTC Reform will review the consumer-experience outcomes used by the different waiver programs and select a key set of consumer-experience outcomes to be measured across all waiver programs.	• Lead DDES quality manager, with participation from: • Statewide Council on LTC Reform; • DDES quality managers; • Department leadership.	X												Adoption of a set of key consumer-experience outcomes to be comparably measured across all programs and local agencies.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 2b Comparative assessment of several different methods of measuring consumer-experience outcomes, including CMS's *Consumer Experience Survey*. The tools will be assessed against criteria such as utility to local agencies and providers, ease of administration, acceptability to consumers, reliability, validity with regard to the key set of shared outcomes, and cost.	A research firm with experience in outcome measurement, but without direct interest in any single tool, will be retained to assess these outcome-measurement tools in comparison with one another.	Lead quality manager.	X												
	Develop a set of criteria against which consumer-outcome measurement systems will be assessed.	Research firm, with participation of County/Consumer Working Group, lead quality manager and project coordinator.	X												Criteria for assessment and plans for performing assessment of outcome measurement tools.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Objective 2b, continued	During the first year of the grant, the programs will continue to use their current tools for measuring consumer outcomes, and the Wisconsin Partnership Program will use the CMS *Consumer Experience Survey—Elderly and PD Version*. The Department will also use the *DD Version*, either for clients in the CIP1 or Family Care programs.	Lead consultant will develop capacity to administer CMS *Consumer Experience Survey.* Department managers will identify a program in which to test the DD version. The Lead Contractor will administer the CMS Survey to 700 individuals.			X	X	X	X							Completed measurement of consumer-experience outcomes conducted in each waiver program.
	Observe, compile information and complete assessment of each measurement tool against adopted criteria.	Research firm.			X	X	X	X							A completed comparative assessment of each outcome-measure tool, identify its performance on criteria.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 2c Development of methods of consistently measuring the key consumer-experience outcomes across target groups and programs.	Using the results of the comparison, develop methods of consistently measuring the key outcomes across all target groups and programs. Develop a method that allows local agencies to assess their own performance and obtain their own feedback, without waiting for an annual –or even less frequent—visit by someone else. This activity may involve modifying existing tools for use in Wisconsin or developing new ones.	Research firm, with participation of: • Quality consultant; • DDES quality managers; • Working Group.							X	X					The Department will adopt a method to obtain comparable measurement of consumer-experience outcomes across waiver programs.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 2d Incorporate consumer-experience outcomes in ongoing QA/QI processes and plan for sustainability.	The Department will adopt: • A schedule and a budget with which the key consumer-experience outcomes will be measured by the Department in each of the programs; • A process by which benchmarks for the key outcomes will be established and maintained; and • Local-agency contract provisions that specify that, and technical assistance/training materials that reinforce how, local agencies will make use of the outcome measures in their local agencies' QA/QI programs.	Project coordinator and lead DDES quality manager, with participation of research firm.										X	X	X	Ongoing regular measurement of consumer outcomes, and use of consumer-experience outcomes to focus QA/QI efforts. The results of the outcome measurements will be made available to the local agencies for use in the discovery and remediation functions of the local QA/QI programs. Local agencies will incorporate consumer-experience outcome monitoring into their local QA/QI programs.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
Functional and Clinical Outcomes – described on page10			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 3a Develop and implement a rigorous Statewide screen-quality program. The final screen quality program will need to ensure that every screen Statewide is completed accurately and timely.	Review the current screen quality program and design any changes and improvements that will be necessary to sustain screen quality as the volume and geographic area of the LTCFS expands Statewide.	Project coordinator with the participation of: • current screen-quality staff; • current screen leads workgroup.			X	X									All counties participating in a Statewide screen quality program.
	Provide clinical consultation to screeners; convene and staff screen-leads workgroup.	Project coordinator.				X									
	Develop a plan for sustaining the screen-quality program. This plan may include setting up regional screen-leads and retraining of regional nurse consultants to serve as screen quality management mentors.	Project coordinator				X									

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 3 b Identification of a key set of functional or clinical outcomes. One guiding principle of these indicators will be their suitability to ongoing measurement at both the local and State levels.	As with consumer-experience outcomes, described above, provide to the Statewide Council on Long-Term Care Reform a description and definition of functional and clinical outcomes currently or recently measured. The Statewide Council on LTC Reform will review the functional and clinical outcomes used by the different waiver programs and select a key set of functional and clinical outcomes to be measured across all waiver programs. Department and local agency staff will then develop methods by which the various programs can monitor and assess these outcomes in comparable fashion across the various waiver programs.	Project coordinator and lead DDES quality manager.						X	X	X				Adoption of routine procedures by which these indicators will be tabulated by the Department, and processes by which results will be used in State and local QA/QI systems.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
Quality Care Management – described on page 11			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 4a Incorporate a consumer-outcome focus in all care management tools.	Inventory and review all State-mandated or recommended forms and instructions for assessments, individualized service plans and other care-management tools, to identify the need for changes to incorporate a consumer-centered outcome focus.	Project coordinator, with the participation of State waiver staff.		X	X										A set of care management tools (forms, instructions, manuals, etc.) that promote and support effective focus on consumer outcomes.
	Consult with CMS staff on federal requirements that affect these forms.			X	X	X	X								
	Reach consensus on what changes would be most effective in meeting local staff's needs for tools that support an efficient focus on consumer outcomes.	County/Consumer Working Group, with assistance of project coordinator and State waiver staff.		X	X	X	X								
	Revise forms, instructions, manuals and other tools as necessary.	State waiver staff.			X	X	X	X	X	X	X	X			

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
<u>Deliverable 4 b</u> Design and adopt more effective care-management training and technical assistance.	<u>Design of training and technical assistance</u>: Improve the Department's ability to create and assess training and technical assistance efforts. Design issues include appropriate use of distance learning or face-to-face training and appropriate integration of training and technical assistance.	Lead contractor.					X	X	X	X	X				Improved use of training methods and media by Department staff.
	<u>Content of training and technical assistance:</u> Revise or design training and technical assistance to address at least: • Incorporation of nurses into care teams; • Involving the consumer in care planning; • Incorporating individually defined outcomes in assessments and care plans.	Department waiver staff.					X	X	X	X	X				Provision of effective technical assistance to local agencies to ensure that those practices stay in place.
	Provide training and technical assistance to local agencies.	Department waiver staff.													

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
Effective Local QA/QI Programs – described on page 6			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 1a Identify the features of, and supports necessary for, a basic local QA/QI program, and model standards to encourage local agencies to exceed basic standards.	In consultation with CMS, the County/Consumer Working Group, and State-level waiver managers, compile the attributes of a strong local QA/QI program, drawing upon best practices within Wisconsin and other States. In consultation with local waiver program managers, State-level waiver managers, and Department leadership, refine the list of attributes into those that are to be considered requirements, and those that are to be considered best practices. Adopt basic attributes as program requirements.	Quality systems consultant project coordinator. Department leadership.						X	X	X	X				Adoption of basic standards for Local QA/QI programs.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 1b Develop an effective program of training and technical assistance in QA/QI for use with local care managers, agency managers and QA/QI staff.	<u>Design</u>: The quality systems consulting firm will be expected to provide expertise in adult learning and organizational change, to provide guidance in the design of effective organizational-change training and technical assistance programs. <u>Content:</u> Consultation with CMS on the HCBS *Quality Framework.* Develop training and technical assistance materials, with input from local waiver managers, Department waiver managers, and the steering committee.	Project coordinator and lead DDES quality managers, with the participation of: • CMS; • Department waiver managers; • training and technical assistance development consultants; • County/consumer Working Group.								X	X	X	X		Adoption by the Department of a program of training and technical assistance in QA/QI for local care managers, agency managers and QA/QI staff. Implementation of improved QA/QI practices by local waiver programs.

Major Activities	Specific Tasks	Lead Person	Time Line (by quarter)												Products
			1	2	3	4	5	6	7	8	9	10	11	12	
Deliverable 1c Develop mechanisms to ensure local agencies' fulfillment of QA/QI requirements, including operation of local QA/QI programs and remediation of detected problems.	With the direction of the Statewide Council on Long-Term Care Reform and the assistance of the quality systems consulting firm: • explore options for positive incentives for local waiver programs and direct-service providers to operate rigorous QA/QI programs. • explore options for positive and negative incentives to ensure that local waiver programs take effective action to remediate identified quality-related problems.	Project coordinator and lead DDES quality manager, with the participation of: • CMS; • Department waiver managers; • County/consumer Working Group; • Department leadership;										X	X	X	Adoption of State-level policies or requirements that provide incentives to ensure local agencies' fulfillment of QA/QI requirements. Implementation of improved QA/QI practices by local waiver programs.

E. Organization, Management, and Qualifications

The Secretary of the Department and her administration are firmly committed to reducing the silo effect of discrete programs and divisions, and to performing planning and implementation across Department units. The administrator for this project is Judith Frye, Associate Administrator of the Division of Disability and Elder Services. This division oversees the bureaus that administer the long-term care waivers and oversees the Bureau of Quality Assurance, which regulates facilities that serve waiver consumers.

This project will be guided by the County/Consumer Working Group (page 6), which is expected to meet at least quarterly. One or more consultants will be engaged, as described on page 6. The Department's Joint Long-Term Care Team and the Secretary's Long-Term Care Planning Team will also contribute to project management. These teams draw on the expertise and staff of the Division of Disability and Elder Services (Sinikka Santala, Administrator), which includes the Bureau of Aging and Long-Term Care Resources (Donna McDowell, Director), the Bureau of Developmental Disabilities Services (Interim Director, Michael Linak), the Bureau of Quality Assurance (Susan Schroeder, Director) and the Center for Delivery Systems Development, which reports to Judith Frye, the Associate Administrator for Long-Term Support. The Office of Strategic Finance, (Charles Wilhelm, Director) the Department's strategic planning office, will also be engaged in implementation. Brief biographical sketches of the key personnel involved in this project are in Appendix 1.

Significance and Sustainability

The "Bringing Quality Close to Home" project will have significant impact on the more than 30,000 participants in Wisconsin's home and community based waiver services. Wisconsin has a long history of innovation in its long-term care delivery system, and has been a national model for delivery of community-based, consumer-focused services since 1985. This project will once again contribute innovative practices for systems change that puts the consumer firmly in the driving seat for defining all aspects of quality related to services and supports in a community setting. By thoroughly documenting and disseminating our experiences through web pages, conferences, and articles in industry journals, other participating States will be able learn from our journey in this project.

Achievement of these objectives will produce lasting improvements in the practices, tools, methods, and systems used by State and local waiver staff. The local waiver agencies will be operating with new and more specific requirements, guidance, and support for their care managers and care manager supervisors, QA/QI efforts, and relationships with local providers and State facilities-regulation staff. The Department and local agencies will be operating with benchmarks and quantitative feedback for well-defined consumer outcomes. State and local staff will have better access to QA/QI data. Consumers will have more participation in QA/QI processes, and will have more useful information about the services on which they depend.

By strengthening the QA/QI systems, we expect to enhance consumer outcomes and improve the overall quality of life of participants. Local agencies will experience more cohesiveness and streamlining between the waiver requirements for different target groups, with less emphasis on paperwork compliance. This in turn will allow for greater time and emphasis on the interactions with the local providers as they work collaboratively towards outcome-based contracting and consumer outcome measurements.

Consumers will experience a greater level of coordination in their care plans and a greater voice in how quality is viewed in the local programs. Local agencies will have incentive to listen to the authentic voice of the consumer because of the core consumer outcome measures this project will establish across all waiver programs. We anticipate this will lead to greater choice for consumers in both the type of services available at the local level and the way in which services are delivered. For example, by measuring "people choose where and with whom they live" in a consistent manner across local agencies and waiver programs, effective

benchmarking will more effectively drive quality programming. The use of consistent outcome measures will provide local agencies with greater incentive to improve access and choice for consumers by expansion and quality contracting of their provider networks.

The Department is committed to reorganizing internally to better achieve consistent program quality in the delivery of long-term care services, and will re-deploy the current quality budgets that are available to achieve and sustain the objectives outlined in this proposal. The Division of Disability and Elder Services has been recently created to include all the agencies responsible for home and community-based waiver services.

Formative Learning

In order to ensure that we learn as this project unfolds, the Department will apply the CMS quality framework to its management of this project.

Design: The Department will define the goals and timelines for the project in its RFP and into contracts and sub-contracts. Key deliverables will be defined. The framework for monitoring goals and objectives will be clearly defined for all participants. Open feedback channels will bring issues to the attention of the Department as they arise.

Discovery: The Department in conjunction with its contractors will build methods for tracking progress toward goals and maintaining guidelines into any contracts developed as a result of this grant. Contractors will submit detailed work plans and periodic progress reports. Department managers will review deviations from goals, deliverables and timelines to determine if remediation or changes to the project are needed. Non-contract activities will be managed and monitored in a similar fashion. In addition to structured reporting timelines, the Department will promote ongoing dialogue and staff contact with contractors and partners through the open channels developed for feedback.

Remediation: Prompt remediation of small issues may be handled by the contractor or by Department staff. Issues with impact on the project design will be brought to the County/Consumer Working Group and, if necessary, to the Statewide Council on Long-Term Care Reform. If some activity or process is not meeting the goals of the project, the Department will review available information and develop a plan of correction.

Systems Improvement: As part of the remediation activities, the Department and its partners will determine if some fundamental design of the grant process is flawed and should be changed. These changes may require contract amendments, new direction to staff or revisions to the grant goals and objectives as submitted to CMS.

Partnerships

Although available time limited the organized participation of consumers or local agency staff in the writing of this specific application, this project was shaped by guidance recently received from advisory groups and task forces. The Department will also, immediately upon the project's initiation, request the Statewide Council on Long-Term Care Reform to appoint a working group of county and consumer representatives, as described on page 6, to provide active guidance and participation in the Quality Close to Home project.

This project was shaped by guidance expressed by consumers and local agency staff who were serving on various task forces and committees in the past few years. For example, a strong demand from consumers for a stronger systemic focus on consumer outcomes was apparent in guidance on assessment, care planning, consumer information, and monitoring and evaluation, which was provided by a task force formed to guide the first round of Real Choice Systems Change grants. In that task force and in other arenas, such as the Statewide Long-Term Care Council, consumers have consistently expressed a demand for more reliable,

more consistent, and more clearly reported measures of consumer outcomes, and for more effective assurance of quality.

The Quality Close to Home project was also designed to be responsive to local agencies' desire for more coordinated, efficient, and effective State-level QA/QI activities, as described in the background for Objective 5 on page 12. Although time prohibited formal processes for obtaining local agencies' in-depth participation in writing this application, informal communications and consultations revealed an eagerness among local staff for an opportunity to develop innovative approaches and improvements in local QA/QI efforts.

The Quality Close to Home project will enable consumers and State and local waiver staff to collaborate, with the assistance of experienced quality consultants, in an unprecedented effort to improve waiver programs' quality management within the *Quality Framework* provided by CMS. Building on the strengths currently present in Wisconsin's several waiver programs and on strengths present in various local agencies, we are eager to create a comprehensive, mutually supportive and coordinated QA/QI system sensitive to the unique needs of the various target groups served in Wisconsin's long-term support system and the needs of the individuals served.

APPENDIX E

Standard Terms And Conditions
(Request For Bids / Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the

special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590

Appendix F

Supplemental Standard Terms and Conditions for Procurements for Services

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.